

**REICH REICH & REICH, P.C.**

ATTORNEYS AT LAW  
235 MAIN STREET - SUITE 450  
WHITE PLAINS, NEW YORK 10601-3257

(914) 949-2126  
FAX (914) 949-1604  
e-mail Reichlaw@aol.com

LAWRENCE R. REICH  
JEFFREY A. REICH  
NICHOLAS A. PASALIDES

SIDNEY H. REICH  
(1904-1990)

—  
SAMARA NEAL  
LEGAL ASSISTANT

May 15, 2017

L & N Twins Place, LLC  
c/o 182 Brook Street  
Scarsdale, New York 10583  
Attn: David Balaj, Managing Member

**RETAINER AGREEMENT**

Dear Mr. Balaj:

L & N Twins Place, LLC ("L & N") hereby agrees to retain the services of Reich Reich & Reich, P.C. ("Reich Firm") to serve as counsel for L & N with respect to the following matters:

**Legal Services To Be Rendered**

The Reich Firm anticipates performing the following legal services for L & N:

- A. Representing L & N in a case under Chapter 11 of the Bankruptcy Code and litigation therein, including but, not limited to, the filing of appropriate pleadings, applications, discovery, settlement negotiations and preparation for hearings.
- B. Telephone and personal consultations and interviews.
- C. Representing L & N at all negotiations and, if necessary, hearings before the Bankruptcy Court ("Court").
- D. Investigating facts and researching relevant law with respect to the Chapter 11 case.
- E. Correspondence and telephone calls.
- F. Preparing and filing all necessary Court papers.

G. Interviewing and hiring, with L & N's approval and at L & N's expense, experts to assist in the preparation of L & N's Chapter 11 case (accountants, appraisers, etc.).

H. Preparing witnesses for hearings, if required.

I. Other required services necessary to prosecute the Chapter 11 case toward confirmation of a Chapter 11 plan.

#### Fees and Disbursements

L & N, by and through David Balaj ("Balaj"), has paid the Reich Firm \$30,000.00 for disbursements and fees incurred and to be incurred in connection with OCD's Chapter 11 case ("Retainer").

The Reich Firm will bill Balaj in tenths-of-an-hour intervals against the Retainer. Our standard guidelines rates for our attorneys range from \$300.00 to \$550.00 per hour and \$150.00 per hour for our paralegal. In the event of a change in these rates, L & N will receive notice through a disclosure notice included with our bill reflecting same. Our bill will provide L & N with regular statements of the services performed and disbursements incurred. This agreement must be disclosed in connection with the Chapter 11 case filing and will be subject to the applicable provisions of the Bankruptcy Code. When the retainer is exhausted, the Reich Firm will apply, if necessary, at the appropriate time(s), to the Bankruptcy Court for an allowance of fees and/or disbursements pursuant to Sections 330 and 331 of the Bankruptcy Code. If the Reich Firm's hourly rates increase during the course of its representation of the Debtor, contact will be made to L & N with respect to the negotiation of a new retainer agreement.

#### Costs and Expenses

In addition to the Reich Firm's legal fees, L & N will be responsible for all costs, expenses and disbursements relating to its Chapter 11 case, process server's charges, subpoena costs, printing costs, messenger fees, extraordinary postage, costs of transcripts and depositions, long distance telephone charges, copy and similar charges and disbursements.

#### Experts

Expert fees, such as accountants and appraisers, and personal service of others not in the Reich Firm's office, are not included in its fees, and funds received as a retainer or as replenishment(s) of retainer are not used to pay these services. L & N, not the Reich Firm, is responsible for payment of these fees. No such experts will be retained on L & N's behalf without L & N's permission.

### Additional Terms and Conditions

It is expressly agreed and understood by the parties herein that the Reich Firm will commence no litigation or similar action on behalf of L & N that is neither well founded in fact nor based upon existing law.

L & N may, of course, terminate the Reich Firm's retention at any time. Upon such termination, the Reich Firm will charge against the retainer its unpaid fees and expenses and refund the remainder of the retainer, if any, to L & N. The Reich Firm may terminate its retention if, in the exercise of its reasonable discretion, it determines that there will not be funds available to pay its fees or reimburse it for expenses.

### Arbitration

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the New York Courts, a copy of which will be provided to you upon request.

### Disclaimer of Guarantee

Nothing in the retainer agreement will be construed as a promise or guarantee about the outcome of any matter which we are handling on your behalf. Our comments about the outcome of your matter are expressions of opinion only.

DO NOT SIGN THIS AGREEMENT UNLESS YOU FULLY AND COMPLETELY UNDERSTAND IT. BY SIGNING, YOU CERTIFY THAT YOU HAVE NO QUESTIONS AND/OR THAT ALL QUESTIONS IN CONNECTION WITH THIS AGREEMENT HAVE BEEN FULLY AND COMPLETELY EXPLAINED TO YOUR SATISFACTION, AND YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Very truly yours,

/s/Jeffrey A. Reich  
Jeffrey A. Reich

The above is consented to:

By: /s/David Balaj  
David Balaj, Managing Member